



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
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**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**William K. Huang**  
*Acting Executive Director*

September 9, 2008

The Honorable Board of Commissioners  
Housing Authority of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE A 20-YEAR GROUND LEASE WITH A 5-YEAR RENEWAL OPTION  
WITH THE CITY OF LONG BEACH (DISTRICT 4) (3 VOTE)**

**SUBJECT**

Approval of the 20-year Ground Lease Agreement, with a 5-year renewal option, will allow for the continuation of existing recreational and educational programs that are conducted at the Carmelitos Housing Development on approximately four acres of park land.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the approval of the attached 20-year Ground Lease Agreement, with a 5-year renewal option, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Authorize the Acting Executive Director to execute the attached Ground Lease Agreement for a period of twenty years, to be effective November 1, 2008.
3. Authorize the Acting Executive Director to execute a renewal option for an additional five years upon the same terms and conditions set forth in the attached Ground Lease Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 1, 1994, the Housing Authority entered into a 14-year Ground Lease Agreement with the City of Long Beach for the development of a soccer field on



approximately four acres of park land surrounded by the Carmelitos Housing Development (the "Ground Lease"). The park land is owned by the City of Long Beach and is leased to the Housing Authority for \$1.00 annually. On May 9, 1995, this Board authorized a Contract for the construction of a soccer field on the land. Since its construction, the Housing Authority has maintained the soccer field and the land.

The existing Ground Lease is scheduled to expire on October 31, 2008. Renewal of the Ground Lease will allow for the continuation of existing recreational and educational programs that are conducted at this location for the benefit of Carmelitos residents.

The attached Ground Lease has been approved as to form by County Counsel.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Ground Lease with the City of Long Beach will cost the Housing Authority an annual rate of \$1.00 per year.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Ground Lease attached hereto would renew the lease of the land by the Housing Authority for an additional 20 years (November 1, 2008 through October 31, 2028) at an annual lease rate of \$1.00 per year.

The Ground Lease contains an indemnification provision at Paragraph 16, which requires the Housing Authority to indemnify the City of Long Beach. Pursuant to this indemnification provision, the Housing Authority would be liable for expenses, including "reasonable attorney's fees," incurred by the City of Long Beach for acts of negligence on the part of the Housing Authority. This indemnification provision provides as follows:

"Lessee shall defend, indemnify and hold harmless Lessor, its officials, employees and agents from all claims, demands, damages, causes of action, losses, liability, costs or expenses, of any kind or nature whatsoever (collectively referred to in this Lease as a "claim" or "claims") which Lessor, its officials, employees, and agents may incur for injury to or death of persons or damage to or loss of property occurring in, on, or about the Premises arising from the condition of the Premises, the alleged acts or omissions of Lessee, Lessee's employees, or agents, the occupancy, use, or misuse of the Premises by Lessee, Lessee's employees, agents, approved subtenants, licensees, patrons, or visitors, or any breach of this Lease."

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The language of this indemnification provision has been approved by the Housing Authority's Risk Manager.

The Ground Lease also contains a reasonable attorney's fees provision in the event of a breach of the Ground Lease by either the City of Long Beach or the Housing Authority. This attorney's fees provisions is located at Paragraph 33 and provides that:

"In any action or proceeding relating to this Lease, the prevailing party shall be entitled to its costs, including a reasonable attorney's fee."

In the absence of the above-referenced indemnification and attorney's fees provisions, the City of Long Beach would not renew the Ground Lease.

On August 27, 2008, the Housing Commission recommended approval of the Ground Lease.


#### **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(5) because it involves leasing activities that will not have a physical impact or result in any physical changes to the environment. This action is also exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 because it does not have the potential for causing a significant effect on the environment.

#### **IMPACT ON CURRENT PROGRAMS**

Renewal of the Ground Lease will allow a continuation of existing uses of the soccer field and the recreational and educational programs that are conducted at the Carmelitos Housing Development for the sole benefit of its residents.

Respectfully submitted,

  
for WILLIAM K. HUANG  
Acting Executive Director

Attachments: 1

LEASE

THIS LEASE is made and entered, in duplicate, as of November 1, 2008 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 22, 2008, by and between the CITY OF LONG BEACH, a municipal corporation ("Lessor"), and the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, a public body ("Lessee"), whose address is 2 S. Coral Circle, Monterey Park, CA 91755.

WHEREAS, Lessee provides recreational and educational programs for the residents of the Carmelitos Housing Development; and

WHEREAS, Lessee requires vacant land at and from which these programs can be afforded; and

WHEREAS, Lessor desires to provide such vacant land;

NOW THEREFORE, Lessor and Lessee, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee and Lessee hereby accepts "as is" and leases from Lessor approximately four (4) acres of area of park land surrounded by the Carmelitos Housing Development, in the City of Long Beach, County of Los Angeles, California ("Premises") as show on attachment 1. Lessee acknowledges that Lessor has not made any warranty, express or implied, regarding the condition of the Premises.

2. Term. The term of this Lease shall commence at 12:01 a.m. on November 1, 2008, and shall terminate at midnight on October 31, 2028, unless sooner terminated as provided herein. The Lease may be extended for one (1) additional period of five (5) years at the sole discretion of the City Manager or its designee.

3. Rent. Lessee shall pay to Lessor as annual rent: (i) consideration in the form of valuable community services, and (ii) the sum of One Dollar (\$1.00), in advance, without deduction, set-off, notice, or demand, on the first day of November of

1 each year during the term of this Lease.

2           4.     Use. A. The Premises shall be used as a multipurpose recreational  
3 area. Premises shall be used by or for the benefit of the residents of the Carmelitos  
4 Housing Development or their guest and invitees.

5           B.     Lessee shall not use Premises in any manner that will create a  
6 nuisance or unreasonable annoyance, or constitute waste. Lessee shall not sell, give  
7 away or allow any alcoholic beverages on the Premises. Lessee shall not permit any  
8 intoxicated person, profane language, or boisterous conduct in, on or about the Premises  
9 and shall call upon the aid of peace officers to maintain the peace.

10          C.     Lessee shall not make or permit any noise or odors that constitute a  
11 nuisance within the meaning of California Civil Code Section 3479 or California Penal  
12 Code Section 370.

13          D.     In use of the Premises, Lessee shall comply with all laws, rules and  
14 regulations applicable to wages and hours of employment, occupational safety,  
15 hazardous materials disposal and use, and fire, health, sanitation and other safety.

16          E.     Tenant shall obtain and keep in effect any licenses, permits, or  
17 certificates required in the use of Premises.

18          F.     No other use of the Premises is authorized or permitted.

19          5.     Subsurface Restrictions. The parties agree that this Lease covers  
20 only the surface of the Premises and only so much of the subsurface as is reasonably  
21 necessary for Lessee's use of the Premises as permitted by this Lease.

22          6.     Improvements. A. Lessee shall not erect, construct or maintain any  
23 other improvements on the Premises without the prior written approval of the City  
24 Manager. Lessor shall not be obligated to make any improvements to the Premises.

25          B.     Any damage to the Premises, reasonable wear and tear accepted,  
26 shall be repaired to the full satisfaction of Lessor, at Lessee's cost. Said repair may by  
27 necessity, include replacement.

28          7.     Destruction of Premises. If the Premises are damaged or destroyed,

1 in whole or in part, by causes covered in whole by fire and extended coverage insurance,  
2 Lessee shall restore the Premises to their original condition, as improved. If the  
3 Premises are damaged or destroyed, in whole or in part, by causes covered by fire and  
4 extended coverage insurance so that the same cannot be repaired within ninety (90)  
5 working days to substantially the same condition in which they existed immediately prior  
6 to the happening of such casualty, then either Lessor or Lessee may, within ninety (90)  
7 working days after the happening of such casualty, terminate this Lease as of the date of  
8 said casualty. In the event of any termination of this Lease as provided in this Section,  
9 Lessee shall immediately surrender the Premises to Lessor.

10 8. Maintenance. Lessee shall, at its sole cost and to the satisfaction of  
11 Lessor, maintain the Premises and all improvements in good condition, in substantial  
12 repair, in safe, clean, and sanitary condition to the satisfaction of Lessor, and in  
13 compliance with applicable laws. Lessee's duty to maintain shall include the duty to  
14 repair and replace any improvements as needed, and the duty of graffiti removal. Lessee  
15 shall provide and use containers approved by Lessor for trash and garbage and keep the  
16 Premises free of trash, garbage and litter. Lessee shall not use Lessor's trash containers  
17 to fulfill its obligations hereunder. If Lessee fails to keep and maintain the Premises as  
18 required herein, Lessor may notify Lessee of said failure specifying the reasons  
19 therefore. If Lessee fails to correct the situation within sixty (60) days thereafter or such  
20 longer period as may be established by Lessor, Lessor may make the necessary  
21 correction and the cost thereof, including but not limited to the cost of labor, materials,  
22 equipment and administration, shall be paid by Lessee as additional rent within thirty (30)  
23 days after receipt of a statement of said cost from Lessor. Lessor may, at its option,  
24 choose other remedies available herein by law. Lessee hereby waives to the extent  
25 permitted by law any right to make repairs at the expense of Lessor or to vacate the  
26 Premises in lieu thereof as may be provided by law. Lessor shall have no obligation to  
27 perform any maintenance or otherwise to maintain the Premises.

28 9. Utilities. Lessor shall not provide any utilities. Lessee shall arrange

1 for and pay for the installation and use of all utilities of whatever kind to the Premises.

2 10. Insurance. Lessee shall procure and maintain, at its cost, from an  
3 insurer admitted in California or having a rating of A:VIII or better by A.M. Best &  
4 Company the following insurance:

5 Comprehensive General Liability insurance or self insurance with a  
6 combined single limit of at least One Million Dollars (\$1,000,000) for each occurrence for  
7 Two Million Dollars (\$2,000,000) general aggregate. Lessor, its officials, employees and  
8 agents shall be covered as insureds with respect to liability arising from activities  
9 performed by or on behalf of Lessee on the Premises. Said insurance shall be primary  
10 insurance with respect to Lessor and shall include a cross liability protection.

11 Upon the execution of this Lease, Lessee shall deliver to Lessor certificates  
12 of insurance with original endorsements evidencing the coverage required by this Lease.  
13 The certificates and endorsements shall be signed by a person authorized by the insurer  
14 to bind coverage on its behalf. Lessor reserves the right to require complete certified  
15 copies of all policies at any time.

16 Said insurance shall contain an endorsement requiring thirty (30) days' prior  
17 written notice from insurers to Lessor before cancellation or change of coverage.

18 Said insurances may provide for such deductibles or self-insured retention  
19 as may be acceptable to Lessor's City Manager or his designee. In the event such  
20 insurance does provide for deductibles or self-insured retention, Lessee shall fully protect  
21 Lessor, its officials, and employees in the same manner as these interests would have  
22 been protected had the policy or policies not contained deductibles or retention  
23 provisions. With respect to damage to property, Lessor and Lessee hereby waive all  
24 rights of subrogation but only to the extent that collectible commercial insurance is  
25 available for said damage.

26 Not more frequently than every three (3) years, if in the opinion of Lessor or  
27 of an insurance broker retained by Lessor, the amount of the foregoing insurance  
28 coverages is not adequate, Lessee shall increase the insurance coverage as required by

1 Lessor.

2 The procuring of said insurance shall not be construed as a limitation on  
3 Lessee's liability or as full performance on Lessee's part of the indemnification and hold  
4 harmless provisions of this Lease; and Lessee understands and agrees that,  
5 notwithstanding any insurance, Lessee's obligation to defend, indemnify and hold Lessor,  
6 its officials and employees harmless hereunder is for the full and total amount of any  
7 damage, cause of action, loss, expense, cost, or liability caused by the condition of the  
8 Premises or in any manner connected with or attributed to the acts or omissions of  
9 Lesser, its officers, agents, employees, licensees, invitees, or visitors, or the operations  
10 conducted by Lessee, or Lessee's use, misuse or neglect of the Premises.

11 11. Hazardous Materials. No goods, merchandise, supplies, personal  
12 property, materials, or items of any kind shall be kept, stored, or sold in or on the  
13 premises which are in any way explosive or hazardous. Lessee shall comply with  
14 California Health and Safety Code Section 25359.7 or its successor statute regarding  
15 notice to Lessor on discovery by Lessee of the presence of any hazardous substance on  
16 the Premises. "Hazardous substance" means any hazardous or toxic substance, material  
17 or waste which is or becomes regulated by the City, the County of Los Angeles, the State  
18 of California or the United States government.

19 12. Default. The occurrence of any of the following acts shall constitute  
20 a default by Lessee:

- 21 a. Failure to pay rent when due after thirty (30) days notice;  
22 b. Abandonment and vacation of the Premises, providing that failure to  
23 occupy the Premises for ten (10) consecutive days shall be deemed an abandonment  
24 and vacation, except for closures due to conditions beyond Lessee's control;  
25 c. Failure to perform any of the terms, covenants, and conditions of this  
26 Lease if said failure is not cured within thirty (30) days after notice of said failure. If the  
27 default cannot reasonably be cured in thirty (30) days, Lessee shall not be in default if  
28 Lessee begins to cure within the (30) thirty day period and diligently proceeds to cure to



1 completion. Notice shall describe the default. No such notice shall be deemed a  
2 forfeiture or termination of the Lease unless Lessor so elects in the notice;

3 These remedies are not exclusive but cumulative to other remedies  
4 provided by law in the event of Lessee's default, and the exercise by either party of one  
5 or more rights and remedies shall not preclude either party's exercise of additional or  
6 different remedies for the same or any other default by Lessee.

7 13. Right of Entry. Lessor shall have the right of access to the Premises  
8 at all reasonable times to inspect the Premises, to determine whether or not Lessee is  
9 complying with the terms, covenants, and conditions of this Lease, to serve, post, or keep  
10 posted any notice, and for any other legal purpose. Lessor shall also have the right to  
11 enter at any time in case of emergencies. Lessee shall not be entitled to compensation  
12 of any kind or abatement of rent for any inconvenience, nuisance, or discomfort  
13 occasioned by Lessor's entry whether or not such entry is in the case of emergency.  
14 Lessor's right of entry shall include use of photographic, video or other recording devices.

15 14. Condemnation. If the whole or any part of the Premises shall be  
16 taken by any public or quasi-public authority under the power of eminent domain, then  
17 this Lease shall terminate as to the part taken or as to the whole, if taken, as of the day  
18 possession of that part or the whole is required for any public purpose, and on or before  
19 the day of the taking Lessee shall elect in writing either to terminate this Lease or to  
20 continue in possession of the remainder of the Premises, if any. All damages awarded  
21 for such taking shall belong to Lessor, whether such damages be awarded as  
22 compensation for diminution in value to the leasehold or to the fee provided, however,  
23 that Lessor shall not be entitled to any portion of the award made for loss of Lessee's  
24 business.

25 15. Nondiscrimination. Subject to applicable laws, rules and regulations,  
26 Lessee shall not discriminate against any person or group on the basis of age, sex,  
27 sexual orientation, gender identity, AIDS, AIDS related condition, HIV status, marital  
28 status, race, religion, creed, ancestry, national origin, disability, handicap, or veteran

1 status with respect to the use of the Premises.

2 16. Indemnification. Lessee shall defend, indemnify and hold harmless  
3 Lessor, its officials, employees and agents from all claims, demands, damages, causes  
4 of action, losses, liability, costs or expenses, of any kind or nature whatsoever  
5 (collectively referred to in this Lease as a "claim" or "claims") which Lessor, its officials,  
6 employees, and agents may incur for injury to or death of persons or damage to or loss of  
7 property occurring in, on, or about the Premises arising from the condition of the  
8 Premises, the alleged acts or omissions of Lessee, Lessee's employees, or agents, the  
9 occupancy, use, or misuse of the Premises by Lessee, Lessee's employees, agents,  
10 approved subtenants, licensees, patrons, or visitors, or any breach of this Lease.

11 17. Waiver of Claims. Lessor shall not be liable for and, to the extent  
12 permitted by law, Lessee hereby waives all claims against Lessor, its officials,  
13 employees, and agents for loss, theft, or damage to equipment, furniture, trade fixtures,  
14 records, supplies, and any other property, and landscaping and hardscaping on or about  
15 the Premises, or for injury to or death of persons on or about the Premises from any  
16 cause except to the extent caused by the gross negligence or willful misconduct of  
17 Lessor, its officials, employees, or agents.

18 18. Assignment or Sublease. Lessee shall not assign or transfer this  
19 Lease or any interest herein, nor sublease the Premises or any part thereof for any  
20 reason, including but not limited to, any sub-lease or Transfer of the Premises by Lessee  
21 to any person or entity desiring to install, erect, maintain, or operate any form of wireless  
22 communication on the Premises.

23 19. Relocation. Lessee agrees that nothing contained in this Lease shall  
24 create any right in Lessee for any relocation assistance or payment pursuant to the  
25 provisions of Title 1, Division 7, Chapter 16 of the California Government Code from  
26 Lessor on the expiration or termination of this Lease.

27 20. Notices. Any notice or approval hereunder shall be in writing and  
28 either personally delivery or deposited in the U.S. Postal Service, first-class, postage

1 prepaid, and addressed:  
2

3 To Lessor: City of Long Beach  
4 333 West Ocean Boulevard  
5 Long Beach, CA 90802  
6 Attn: Director of Parks, Recreation and Marine

7 To Lessee: The Housing Authority of the County of Los Angeles  
8 2 S. Coral Circle  
9 Monterey Park, CA 91755  
10 Attn: William K. Huang

11 Such Notices shall be effective two (2) days after the date of mailing or on the  
12 date personal delivery is given, whichever first occurs.

13 21. Waiver of Rights. The failure or delay of Lessor to insist on strict  
14 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
15 any right or remedy that Lessor may have and shall not be deemed a waiver of any  
16 subsequent or other breach of any term, covenant, or condition herein. The receipt of  
17 and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other  
18 default but shall only constitute a waiver of timely payment of rent. Any waiver by Lessor  
19 of any default or breach shall be in writing. Lessor's consent to or approval of any act by  
20 Lessee requiring Lessor's consent or approval shall not be deemed to waive Lessor's  
21 consent or approval of any subsequent act of Lessee.

22 22. Compliance with Laws. Lessee, at its sole cost, shall comply  
23 with all laws, ordinances, rules and regulations of and obtain such permits, licenses, and  
24 certificates required by all federal, state and local governmental authorities having  
25 jurisdiction over the Premises and business thereon.

26 23. Successors in Interest. This Lease shall be binding on and inure to  
27 the benefit of the parties and their successors, heirs and personal representatives, and all  
28 of the parties hereto shall be jointly and severally liable hereunder.

29 24. Force Majeure. Except as to the payment of rent, in an case  
30 where either party is required to do any act, the inability of that party to perform or delay in  
31 performance of that act caused by or resulting from fire, flood, earthquake, explosion,  
32 acts of God, war, strikes, lockouts, or any other cause whether similar or dissimilar to the

1 foregoing which is beyond the control of that party and not due to that party's fault or  
2 neglect shall be excused and such failure to perform or such delay in performance shall  
3 not be a default or breach hereunder. Financial inability to perform shall not be  
4 considered cause beyond the reasonable control of the party.

5           25. Partial Invalidity. If any term, covenant, or condition of this Lease is  
6 held by a court of competent jurisdiction to be invalid, void or unenforceable, the  
7 remainder of the provisions hereof shall remain in full force and effect and shall in no way  
8 be affected, impaired or invalidated thereby.

9           26. Time. Time is of the essence in this Lease, and every provision  
10 hereof.

11           27. Governing Law. This Lease shall be governed by and construed in  
12 accordance with the laws of the State of California.

13           28. Integration and Amendments. This Lease represents and constitutes  
14 the entire understanding between the parties and supersedes all other agreements and  
15 communications between the parties, oral or written, concerning the subject matter  
16 herein. This Lease shall not be modified except in writing signed by the parties and  
17 referring to this Lease.

18           29. Joint Effort. This Lease is created as a joint effort between the  
19 parties and fully negotiated as to its terms, covenants, and conditions and nothing  
20 contained herein shall be construed against either party as the drafter.

21           30. Relationship of Parties. The relationship of the parties is that of  
22 Lessor and Lessee, and the parties agree that nothing contained in this Lease shall be  
23 deemed or construed as creating a partnership, joint venture, principal-agent relationship,  
24 association, or employer-employee relationship between them or between Lessor and  
25 any third person or entity.

26           31. Abandoned Personal Property. If Lessee abandons the Premises or  
27 is dispossessed by operation of law or otherwise, title to any personal property belonging  
28 to Lessee and left on the Premises forty-five (45) days after such abandonment or

1 dispossession shall be deemed to have been transferred to Lessor. Lessor shall  
2 thereafter have the right to remove and to dispose of said property without liability to  
3 Lessee or to any person claiming under Lessee, and shall have no duty to account  
4 therefore. Lessee hereby names Lessor's City Manager as Lessee's attorney in fact to  
5 execute and deliver such documents or instruments as may be reasonably required to  
6 dispose of such abandoned property and transfer title thereto.

7 32. No Recordation. This Lease shall not be recorded.

8 33. Attorney's Fees. In any action or proceeding relating to this Lease,  
9 the prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

10 34. Captions and Organization. The various headings and numbers  
11 herein and the grouping of the provisions of this Lease into separate sections,  
12 paragraphs and clauses are for convenience only and shall not be considered a part  
13 hereof, and shall have no effect on the construction or interpretation of this Lease.

14 35. Americans with Disabilities Act of 1990. Lessee shall have and be  
15 allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990  
16 ("ADA") with respect to the Premises and Lessee shall defend, indemnify and hold  
17 Lessor, its officials and employees harmless from and against any and all claims of  
18 failure to comply with or violation of the ADA.

19 36. Holding Over. If Lessee holds over and remains in possession of the  
20 Premises after the expiration of this Lease such holding over shall be construed as a  
21 tenancy from month to month at a monthly rent of \$10.00 per month and otherwise on the  
22 same terms, covenants, and conditions contained in this Lease.

23 37. Restrictions. Lessee shall not drill, cause to be drilled, or allow to be  
24 drilled (except by the Long Beach Water Department) any wells on the Premises. Lessee  
25 shall not grant any franchises, easements, rights of way, or permits in, on or across the  
26 Premises.

27 38. Reservation by Lessor for the Long Beach Water Department. A.  
28 Lessor for and on behalf of the Long Beach Water Department reserves the right to

1 operate, construct, maintain, repair, replace and remove storm drains, water, sewer, pole,  
2 oil and gas pipe lines; to drill, maintain, and operate water, oil and gas wells; to construct,  
3 maintain and operate buildings, pumping plants, machinery, reservoirs, tanks and other  
4 structures and equipment necessary and convenient therefore, and to do all things  
5 necessary or convenient in connection therewith on the Premises; to grant franchises,  
6 easements, permits and leases for said purposes; and the right of ingress and egress for  
7 said purposes; provided, however, that all of these reserved rights may be exercised  
8 over, on and through only those portions of the Premises not occupied by any building of  
9 Lessee.

10 B. If Lessor exercises any of these reserved rights, Lessee may terminate  
11 this Lease by giving to Lessor ten (10) days' prior notice of its intention to do so.

12 C. Lessee shall not drill any wells on the Premises, nor grant any  
13 franchises, easements, or rights of way in, on, across, through or under the Premises.

14 41. Termination by Lessee. If during the term of this Lease, any law, rule, or regulation  
15 becomes effective the provisions of which so restrict the uses to which the Premises can  
16 be put that Lessee is unable to use the Premises in the manner contemplated herein,  
17 then Lessee may terminate this Lease by giving thirty (30) days' prior notice of same to  
18 Lessor.

19 39. Surrender of Premises. On the expiration or sooner termination of  
20 this Lease, Lessee shall deliver to Lessor possession of the Premises in substantially the  
21 same condition that existed immediately prior to the date of execution hereof, reasonable  
22 wear and tear excepted. Lessee shall demolish or remove all improvements constructed  
23 or placed on the Premises, and leave the Premises in a clean condition provided,  
24 however, that lessee shall not be required to demolish or remove improvements  
25 constructed of concrete. However, Lessor may, in its sole discretion, take ownership and  
26 possession of all improvements, at not cost to Lessor, in which case the improvements  
27 shall not be demolished or removed.

28 40. Termination by Lessee. If during the term of this Lease, any law,

rule, regulation becomes effective the provisions of which so restrict the uses to which the Premises can be put that Lessee is unable to use or successfully operate the Premises in the manner contemplated herein, then Tenant may terminate this Lease upon thirty (30) days prior notice to Lessor.

41. Lessor's Right to Re-Enter. Lessee shall peaceably deliver possession of the Premises to Lessor on the date of expiration or termination of this Lease. On notice of termination to Lessee, Lessor shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Lease and re-entry of the Premises by Lessor shall in no way alter or diminish any obligation of Lessee under the Lease and shall not constitute an acceptance or surrender. Lessee waives any and all right of redemption under an existing or future law or statute in the event of eviction from or dispossession of the Premises for any reason or in the event Lessor re-enters and takes possession of the Premises in a lawful manner. Lessee agrees that if the manner or method employed by Lessor in re-entering or taking possession of the Premises gives Lessee a cause of action for damages or in forcible entry and detainer, then the total amount of damages to which Lessee shall be entitled in any such action shall be One Dollar (\$1.00). This Section may be filed in any such action and, when filed, it shall be a stipulation of Lessee fixing the total damages to which Lessee is entitled in such action.

42. Remedies. Upon the occurrence of any default, in addition to any other rights or remedies of Lessor hereunder, by law, or in equity, Lessor shall have the following rights and remedies:

(a) Lessor may terminate this Lease by giving to Lessee notice of termination, and Lessee shall immediately surrender possession of the Premises in the condition described elsewhere in this Lease. Termination shall not relieve Lessee from the payment of any sum due to Lessor or any claim for damages by Lessor. Lessor shall be entitled to recover from Lessee all damages incurred by Lessee including but not

limited to the cost of recovering possession, expenses of reletting including renovation and alteration, and real estate commissions paid. These remedies are not exclusive but cumulative to other remedies provided by law or in equity in the event of Lessee's default, and the exercise by Lessor of one or more rights and remedies shall not preclude Lessor's exercise of additional or different remedies for the same or any other default by Lessee.

43. Miscellaneous. Each provision of this Lease shall be deemed both a covenant and a condition. All rights and remedies of Lessor under this Lease shall be cumulative and the exercise of one shall not exclude any other.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated above.

THE HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES, a public body

\_\_\_\_\_, 2008

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_, 2008

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

"Lessee"

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CITY OF LONG BEACH, a municipal corporation

By \_\_\_\_\_  
City Manager

"Lessor"

APPROVED AS TO FORM:  
Raymond G. Fortner, Jr. County Counsel

Dated: \_\_\_\_\_, 2008

By \_\_\_\_\_  
Deputy

APPROVED AS TO PROGRAM:  
Housing Management Division

Dated: \_\_\_\_\_, 2008

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print name here)

This Lease is approved as to form on \_\_\_\_\_, 2008.

ROBERT E. SHANNON, City Attorney

By \_\_\_\_\_  
Deputy

**700 E Via Carmelitos, Long Beach, CA 90805-6518**

